

CONTRACT DATA SHEET

Monroe County Division of Purchasing 200 County Office Building, Rochester NY 14614

TITLE: LUMBER PRODUCTS

CONTRACT #: 0905-04

CONTRACT DATES: 10/01/04 – 09/30/08

BUYER: Mary Ann Wood **PHONE:** 585/753-1135 **FAX:** 585/753-1104

VENDOR(S): 106176

84 Lumber Company Inc. 1505 Scottsville Road Rochester, NY 14623

Phone: 436-5000 Fax: 436-7707

Contact: Tom Ball

TERMS AND CONDITIONS

BID ITEM: LUMBER PRODUCTS

FOR: VARIOUS AGENCIES

DUPLICATE COPIES: Please submit your bid in duplicate; the original and one (1) copy.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Worker's Compensation** and **disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS:

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage for 1999-2004 by County departments only.**

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award one contract to the lowest responsive and responsible bidder. **Bidders must bid on every item in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through September 30, 2005, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. *Political subdivisions and others authorized by law may participate in this contract*.

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **three (3) days** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid <u>will not</u> be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may <u>only</u> be authorized, in writing, by the Purchasing Manager or his authorized agent <u>prior to</u> delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Multi Award.doc (8/03)

BP#0905-04 LUMBER PRODUCTS <u>UNIT PRICE SHEET</u>

COMMODITY DESCRIPTION	UNIT	UNIT PRICE			
OAK					
LUMBER, CLEAR OAK, 1" X 4" X RANDOM LENGTH	FT	\$1.50			
LUMBER, CLEAR OAK, 1" X 6" X RANDOM LENGTH	FT	\$2.15			
LUMBER, WHITE OAK, ROUGH SAWN, 2"x12"	FT	\$3.00			
HEM-FIR, #2 AND BETTER, KILN-DRIED					
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X2"	LFT	\$0.20			
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X4"	LFT	\$0.35			
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X6"	LFT	\$0.57			
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X8"	LFT	\$0.70			
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X10"	LFT	\$0.95			
LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X12"	LFT	\$1.20			
PINE, COMMON, KILN-DRIED					
LUMBER, PINE, COMMON, KILN-DRIED, 1"X2"	LFT	\$0.18			
LUMBER, PINE, COMMON, KILN-DRIED,1"X4"	LFT	\$0.34			
LUMBER, PINE, COMMON, KILN-DRIED, 1"X6"	LFT	\$0.47			
LUMBER, PINE, COMMON, KILN-DRIED, 1"X8"	LFT	\$0.59			
LUMBER, PINE, COMMON, KILN-DRIED, 1"X10"	LFT	\$0.90			
LUMBER, PINE, COMMON, KILN-DRIED, 1"X12"	LFT	\$1.20			
PINE, C AND BETTER, KILN-DRIED					
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X2"	LFT	\$0.40			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X4"	LFT	\$0.80			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X6"	LFT	\$1.30			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X8"	LFT	\$1.75			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X10"	LFT	\$2.20			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X12"	LFT	\$3.00			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X6"X8"	LFT	\$2.20			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X10"X8"	LFT	\$3.75			
LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X12"X8"	LFT	\$5.75			
PINE, D AND BETTER, KILN-DRIED					
LUMBER, PINE, D AND BETTER, KILN-DRIED, 1"X4"	LFT	\$0.50			
LUMBER, PINE, D AND BETTER, KILN-DRIED, 1"X6"	LFT	\$0.85			
LUMBER, PINE, D AND BETTER, KILN-DRIED, 1-1/8"X4"	LFT	\$1.00			
LUMBER, PINE, D AND BETTER, KILN-DRIED, 1-1/8"X6"	LFT	\$2.20			
LUMBER, PINE, D AND BETTER, KILN-DRIED, 1-1/8"X8"	LFT	\$2.25			
FURRING AND MOLDING					
LUMBER, FURRING STRIP, KILN-DRIED, 1"X3"	LFT	\$0.15			
WOOD MOLDING, #390 CHAIR RAIL	LFT	\$1.15			
CLEAR STOP MOLD, RANCH R/L WOOD MOLDING	LFT	\$0.80			
CEILING 3/4" X 3/4" COVE WOOD MOLDING	LFT	\$0.60			

COMMODITY DESCRIPTION	UNIT	UNIT PRICE			
PRESSURE TREATED					
LUMBER, PRESSURE TREATED, 2"X4"	LFT	\$0.50			
LUMBER, PRESSURE TREATED, 2"X6"	LFT	\$0.75			
LUMBER, PRESSURE TREATED, 2"X8"	LFT	\$0.85			
LUMBER, PRESSURE TREATED, 2"X10"	LFT	\$1.25			
LUMBER, PRESSURE TREATED, 2"X12"	LFT	\$1.75			
LUMBER, PRESSURE TREATED, 4"X6"	LFT	\$1.80			
LUMBER, PRESSURE TREATED, 1"X6" SQ.EDGE	LFT	\$0.55			
LUMBER, PRESSURE TREATED, 4"X4"	LFT	\$1.00			
LUMBER, PRESSURE TREATED, 6"X6"	LFT	\$2.40			
PRESSURE TREATED DECKING (ROUND EDGE) 5/4"x6"	LFT	\$0.90			
LUMBER, PRESSURE TREATED,8"X8"	LFT	\$5.70			
BOARD					
HOMOSOTE #440 BOARD, 4'X8'X1/2"	SHT	\$16.55			
FLAKE BOARD, 4'X8'X3/4"	SHT	\$17.65			
FLAKE BOARD, 4'X8'X3/4" NOVAPLY	SHT	\$16.50			
HARDBOARD, TEMPERED, 4'X8'X1/8"	SHT	\$4.95			
HARDBOARD, TEMPERED, 4'X8'X1/4"	SHT	\$13.05			
PEGBOARD, TEMPERED, 4'X8'X1/8"	SHT	\$5.95			
PLYWOOD					
PLYWOOD, EXTERIOR, ACX, 4'X8'X1/4"	SHT	\$12.95			
PLYWOOD, EXTERIOR, ACX, 4'X8'X3/8"	SHT	\$16.95			
PLYWOOD, EXTERIOR, ACX, 4'X8'X1/2"	SHT	\$23.00			
PLYWOOD, EXTERIOR, ACX, 4'X8'X5/8"	SHT	\$24.25			
PLYWOOD, EXTERIOR, ACX, 4'X8'X3/4"	SHT	\$33.95			
PLYWOOD, EXTERIOR, ABX, 4'X8'X1/2"	SHT	\$34.75			
PLYWOOD, EXTERIOR, ABX, 4'X8'X3/4"	SHT	\$43.75			
PLYWOOD, EXTERIOR, OSB, 4'X8'X7/16"	SHT	\$14.25			
PLYWOOD, EXTERIOR, OSB, 4'X8'X1/2"	SHT	\$19.55			
PLYWOOD, EXTERIOR, OSB, 4'X8'X5/8"	SHT	\$24.95			
PLYWOOD, SHEATHING CDX, 4'X8'X3/8"	SHT	\$16.25			
PLYWOOD, SHEATHING CDX, 4'X8'X1/2"	SHT	\$18.05			
PLYWOOD, SHEATHING CDX, 4'X8'X5/8" SQ EDGE	SHT	\$19.80			
PLYWOOD, SHEATHING CDX, 4'X8'X3/4"	SHT	\$24.40			
PLYWOOD, BBD UNDERLAYMENT, LAUAN, 4'X8'X5.2 MIL	SHT	\$10.20			
PLYWOOD, CABINET GRADE, NATURAL, 2-SIDES, 4'X8'X3/4" VENEER	SHT	\$46.00			
PLYWOOD, CABINET GRADE, NATURAL, 2-SIDES, 4'X8'X3/4"PARTICLE	SHT	\$34.00			
PLYWOOD, TEXTURE 1-11 PINE, 4'X8'X5/8"	SHT	\$26.00			
NAILS					
NAILS, #6D COMMONS	LB	\$0.60			
NAILS, #8D COMMONS	LB	\$0.60			
NAILS, #16D COMMONS	LB	\$0.60			
NAILS, #6D HOT GALVANIZED COMMONS	LB	\$0.80			

MONROE COUNTY PURCHASING Vendor Performance Survey

Contract Title:										
Contract Number:										
Vendor:										
Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1' being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.										
	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										
Survey Completed by:										
Name:										
Title:										
Agency:										
Telephone:			Fax	:						
E-mail:										

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Please submit this survey to Monroe County Purchasingl